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12 **UNITED STATES DISTRICT COURT**
13 **DISTRICT OF NEVADA**

<p>15 Virginia Sielaw, 16 Plaintiff, 17 v. 18 Ally Financial <i>f/k/a</i> GMAC 19 Automotive Bank, Barclays 20 Bank Delaware, Equifax Information Services LLC and 21 Trans Union LLC, 22 Defendants.</p>	<p>14 Case No. 2:17-cv-02045-APG-NJK 15 16 [PROPOSED] STIPULATED 17 PROTECTIVE ORDER 18 19 20 21 22 23 24</p>
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25 IT IS HEREBY STIPULATED by and between Plaintiff Virginia Sielaw
26 (“Plaintiff”) and Defendant Trans Union LLC (“Defendant”) (collectively as “the
27 Parties”), by and through their counsel of record, as follows:
28

1 WHEREAS, documents and information have been and may be sought,
2 produced or exhibited by and among the parties to this action relating to trade
3 secrets, confidential research, development, technology or other proprietary
4 information belonging to the defendants and/or personal income, credit and other
5 confidential information of Plaintiff.

6 THEREFORE, an Order of this Court protecting such confidential
7 information shall be and hereby is made by this Court on the following terms:

- 8 1. This Order shall govern the use, handling and disclosure of all documents,
9 testimony or information produced or given in this action which are
10 designated to be subject to this Order in accordance with the terms hereof.
- 11 2. Any party or non-party producing or filing documents or other materials in
12 this action may designate such materials and the information contained
13 therein subject to this Order by typing or stamping on the front of the
14 document, or on the portion(s) of the document for which confidential
15 treatment is designated, "Confidential."
- 16 3. —

17 See order issued concurrently herewith.

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- 24 4. All documents, transcripts, or other materials subject to this Order, and all
25 information derived therefrom (including, but not limited to, all testimony,
26 deposition, or otherwise, that refers, reflects or otherwise discusses any
27 information designated Confidential hereunder), shall not be used, directly or
28 indirectly, by any Party, commercial or competitive purposes or for any

- purpose whatsoever other than solely for the preparation and trial of this action in accordance with the provisions of this Order.
5. All depositions or portions of depositions taken in this action that contain confidential information may be designated as “Confidential” and thereby obtain the protections accorded other confidential information. The parties shall have twenty-one (21) days from the date a deposition is taken, or fourteen (14) days from the date a deposition transcript is received, whichever date is greater, to serve a notice to all parties designating portions as “Confidential.” Until such time, all deposition testimony shall be treated as confidential information. To the extent any designations are made on the record during the deposition, the designating party need not serve a notice redesignating those portions of the transcript as confidential information. Any party may challenge any such designation in accordance with Paragraph 14 of this Order.
6. Except with the prior written consent of the individual or entity designating a document or portions of a document as “Confidential,” or pursuant to prior Order after notice, any document, transcript or pleading given “Confidential” treatment under this Order, and any information contained in, or derived from any such materials (including but not limited to, all deposition testimony that refers, reflects or otherwise discusses any information designated confidential hereunder) may not be disclosed other than in accordance with this Order and may not be disclosed to any person other than: (a) the Court and its officers; (b) parties to this litigation; (c) counsel for the parties, whether retained counsel or in-house counsel and employees of counsel assigned to assist such counsel in the preparation of this litigation; (d) fact witnesses subject to a proffer to the Court or a stipulation of the parties that such witnesses need to know such information; (e) present or former employees of the producing party in connection with their depositions in this action (provided that no

- 1 former employees shall be shown documents prepared after the date of his or
2 her departure); and (f) experts specifically retained as consultants or expert
3 witnesses in connection with this litigation.
- 4 7. Documents produced pursuant to this Order shall not be made available to
5 any person designated in Subparagraph 6 (f) unless he or she shall have first
6 read this Order, agreed to be bound by its terms, and signed the attached
7 Declaration of Compliance.
- 8 8. Third parties who are the subject of discovery requests, subpoenas or
9 depositions in this case may take advantage of the provisions of this
10 Protective Order by providing the parties with written notice that they intend
11 to comply with and be bound by the terms of this Protective Order.
- 12 9. All persons receiving any or all documents produced pursuant to this Order
13 shall be advised of their confidential nature. All persons to whom confidential
14 information and/or documents are disclosed are hereby enjoined from
15 disclosing same to any person except as provided herein, and are further
16 enjoined from using same except in the preparation for and trial of the above-
17 captioned action between the named parties thereto. No person receiving or
18 reviewing such confidential documents, information or transcript shall
19 disseminate or disclose them to any person other than those described above
20 in Paragraph 6 and for the purposes specified, and in no event, shall such
21 person make any other use of such document or transcript.
- 22 10. Nothing in this Order shall prevent a party from using at trial any information
23 or materials designated “Confidential.”
- 24 11. This Order has been agreed to by the parties to facilitate discovery and the
25 production of relevant evidence in this action. Neither the entry of this Order,
26 nor the designation of any information, document, or the like as
27 “Confidential,” nor the failure to make such designation, shall constitute
28 evidence with respect to any issue in this action.

12. Inadvertent failure to designate any document, transcript, or other materials
2 “Confidential” will not constitute a waiver of an otherwise valid claim of
3 confidentiality pursuant to this Order, so long as a claim of confidentiality is
4 promptly asserted after discovery of the inadvertent failure. If a party
5 designates a document as “Confidential” after it was initially produced, the
6 receiving party, on notification of the designation, must make a reasonable
7 effort to assure that the document is treated in accordance with the provisions
8 of this Order, and upon request from the producing party certify that the
9 designated documents have been maintained as confidential information. The
10 designating party shall have the burden of proving that any document
11 designated as CONFIDENTIAL is entitled to such protection.
12. Within sixty (60) days after the final termination of this litigation, all
13 documents, transcripts, or other materials afforded confidential treatment
14 pursuant to this Order, including any extracts, summaries or compilations
15 taken therefrom, but excluding any materials which in the good faith
16 judgment of counsel are work product materials, shall be returned to the
17 Producing Party. In lieu of return, the parties may agree to destroy the
18 documents, to the extent practicable.
19. In the event that any party to this litigation disagrees at any point in these
20 proceedings with any designation made under this Protective Order, the
21 parties shall first try to resolve such dispute in good faith on an informal
22 basis. If the dispute cannot be resolved, the party objecting to the designation
23 may seek appropriate relief from this Court. During the pendency of any
24 challenge to the designation of a document or information, the designated
25 document or information shall continue to be treated as “Confidential” subject
26 to the provisions of this Protective Order.
27. Nothing herein shall affect or restrict the rights of any party with respect to its
28 own documents or to the information obtained or developed independently of

1 documents, transcripts and materials afforded confidential treatment pursuant
2 to this Order.

3 16. The Court retains the right to allow disclosure of any subject covered by this
4 stipulation or to modify this stipulation at any time in the interest of justice.

5 IT IS SO STIPULATED.

6 DATED this 30th day of January 2018.

7 **KAZEROUNI LAW GROUP, APC**

8 By: /s/ Michael Kind
9 Michael Kind, Esq.
10 6069 S. Fort Apache Rd., Ste 100
11 Las Vegas, NV 89148
12 *Attorneys for Plaintiff*

13 **LEWIS BRISBOIS BISGAARD & SMITH LLP**

14 By: /s/Jason G. Revzin
15 Jason G. Revzin, Esq.
16 6385 S. Rainbow Blvd., Ste. 600
17 Las Vegas, NV 89118
18 *Attorneys for Defendant*
Trans Union LLC

19 IT IS SO ORDERED:

20 
21 UNITED STATES MAGISTRATE JUDGE

22 DATED: January 31, 2018

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EXHIBIT A

2

DECLARATION OF COMPLIANCE

3 I, _____, declare as follows:

4 1. My address is _____
5 _____.

6 2. My present employer is _____
7 _____.

8 3. My present occupation or job description is _____
9 _____.

10 4. I have received a copy of the Stipulated Protective Order
11 entered in this action on _____, 20_____.
12

13 5. I have carefully read and understand the provisions of this
Stipulated Protective Order.
14

15 6. I will comply with all provisions of this Stipulated Protective
Order.
16

17 7. I will hold in confidence, and will not disclose to anyone not
qualified under the Stipulated Protective Order, any information, documents
18 or other materials produced subject to this Stipulated Protective Order.
19

20 8. I will use such information, documents or other materials
produced subject to this Stipulated Protective Order only for purposes of this
21 present action.
22

23 9. Upon termination of this action, or upon request, I will return
and deliver all information, documents or other materials produced subject
24 to this Stipulated Protective Order, and all documents or things which I have
25 prepared relating to the information, documents or other materials that are
26 subject to the Stipulated Protective Order, to my counsel in this action, or to
27 counsel for the party by whom I am employed or retained or from whom I
28 received the documents.
29

1 10. I hereby submit to the jurisdiction of this Court for the purposes of
2 enforcing the Stipulated Protective Order in this action. I declare under penalty of
3 perjury under the laws of the United States that the following is true and correct.
4

5 Executed this ____ day of _____, 2018 at _____.
6

7 Signature: _____
8

Firm: _____
9

Name: _____
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Address: _____
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Position: _____
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Phone: _____
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 30, 2018, the foregoing Stipulated Protective Order was served via CM/ECF to all parties appearing in this case.

KAZEROUNI LAW GROUP, APC

By: /s/ Michael Kind
Michael Kind, Esq.
6069 S. Fort Apache Rd., Ste. 10
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